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Board of Vocational Nursing
and Psychiatric Technicians

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**BEFORE THE
BOARD OF VOCATIONAL NURSING AND PSYCHIATRIC TECHNICIANS
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

Case No. VN-2009-3228

**DAWN MARIE BRENNAN
6690 Peppermint Drive
Reno, NV 89506
Vocational Nurse License No. VN 243962**

A C C U S A T I O N

Respondent.

Complainant alleges:

PARTIES

1. Teresa Bello-Jones, J.D., M.S.N., R.N. ("Complainant") brings this Accusation solely in her official capacity as the Executive Officer of the Board of Vocational Nursing and Psychiatric Technicians ("Board"), Department of Consumer Affairs.

2. On or about August 11, 2009, the Board issued Vocational Nurse License Number VN 243962 to Dawn Marie Brennan ("Respondent"). Respondent's vocational nurse license expired on May 31, 2011, and has not been renewed.

STATUTORY PROVISIONS

3. Business and Professions Code ("Code") section 2875 provides, in pertinent part, that the Board may discipline the holder of a vocational nurse license for any reason provided in Article 3 (commencing with section 2875) of the Vocational Nursing Practice Act.

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1 4. Code section 118, subdivision (b), provides, in pertinent part, that the expiration of a
2 license shall not deprive the Board of jurisdiction to proceed with a disciplinary action during the
3 period within which the license may be renewed, restored, reissued or reinstated. Under Code
4 section 2892.1, the Board may renew an expired license at any time within four years after the
5 expiration.

6 5. Code section 2878 states, in pertinent part:

7 The Board may suspend or revoke a license issued under this chapter [the
8 Vocational Nursing Practice Act (Bus. & Prof. Code, 2840, et seq.)] for any of the
following:

9 (a) Unprofessional conduct, which includes, but is not limited to, the
10 following:

11

12 (4) The use of excessive force upon or the mistreatment or abuse of any
13 patient. For purposes of this paragraph, "excessive force" means force clearly in
excess of that which would normally be applied in similar clinical circumstances . . .

14 6. Code section 2878.8 states:

15 The board may deny any application or may suspend or revoke any
16 license issued under this chapter [the Vocational Nursing Practice Act] based upon
the denial of licensure, suspension, restriction, or other disciplinary action of a license
17 by another state, any other government agency, or by another California health care
professional licensing board. A certified copy of the finding shall be conclusive
18 evidence of that action provided that, if from another state, the findings establish an
act which if committed in California would be grounds for discipline.

19 7. California Code of Regulations, title 16, section 2518.6 states, in pertinent part:

20 (a) A licensed vocational nurse shall safeguard patients'/clients' health
21 and safety . . .

22

23 (b) A licensed vocational nurse shall adhere to standards of the profession
and shall incorporate ethical and behavioral standards of professional practice . . .

24 ...

25 (c) A violation of this section constitutes unprofessional conduct for
26 purposes of initiating disciplinary action.

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1 **COST RECOVERY**

2 8. Code section 125.3 provides, in pertinent part, that the Board may request the
3 administrative law judge to direct a licentiate found to have committed a violation or violations of
4 the licensing act to pay a sum not to exceed the reasonable costs of the investigation and
5 enforcement of the case.

6 **CAUSE FOR DISCIPLINE**

7 **(Disciplinary Action by the Nevada State Board of Nursing)**

8 9. Respondent is subject to disciplinary action pursuant to Code section 2878.8 in that
9 she was disciplined by the Nevada State Board of Nursing ("Nevada Board"), as follows: On or
10 about January 15, 2010, pursuant to the Agreement for Probation in the disciplinary proceeding
11 titled "In the Matter of Dawn Brennan Licensed Practical Nurse", etc., Case No. 0810-09C, the
12 Nevada Board revoked Respondent's practical nurse license, No. LPN12728. The revocation was
13 stayed and Respondent was placed on probation for three (3) years on terms and conditions. A
14 true and correct copy of the Agreement for Probation is attached as exhibit A and incorporated
15 herein by reference. Respondent admitted that on or about July 31, 2009, while employed as a
16 licensed practical nurse at a hospital, she forcibly administered a rectal medication to a patient
17 after the patient stated she did not want the medication and tried to move away from the nurse.
18 Subsequent to the incident, a skin tear was discovered on the patient. Respondent also admitted
19 that on or about November 13, 2008, her employment was terminated at a long term care facility
20 for, among other things, failing to check a resident after a fall and failing to check a resident
21 regarding elimination status. These acts or omissions if committed in California would be
22 grounds for disciplinary action against Respondent pursuant to Code section 2878, subsections (a)
23 and/or (a)(4).

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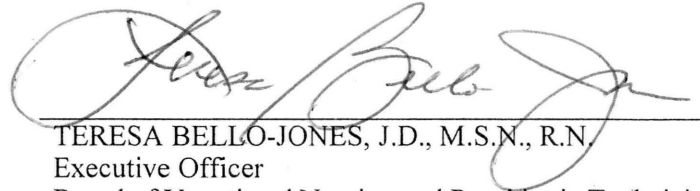
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PRAYER

WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged, and that following the hearing, the Board of Vocational Nursing and Psychiatric Technicians issue a decision:

1. Revoking or suspending Vocational Nurse License Number VN 243962, issued to Dawn Marie Brennan;
2. Ordering Dawn Marie Brennan to pay the Board of Vocational Nursing and Psychiatric Technicians the reasonable costs of the investigation and enforcement of this case, pursuant to Business and Professions Code section 125.3;
3. Taking such other and further action as deemed necessary and proper.

DATED: August 19, 2011



TERESA BELLO-JONES, J.D., M.S.N., R.N.
Executive Officer
Board of Vocational Nursing and Psychiatric Technicians
Department of Consumer Affairs
State of California
Complainant

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EXHIBIT A
Agreement for Probation

ORIGINAL

BEFORE THE NEVADA STATE BOARD OF NURSING

IN THE MATTER OF

DAWN BRENNAN

LICENSED PRACTICAL NURSE

NEVADA LICENSE NO. LPN12728

RESPONDENT

AGREEMENT FOR
PROBATION

CASE NO. 0810-09C

This Agreement is hereby entered into between DAWN BRENNAN, (RESPONDENT) and the NEVADA STATE BOARD OF NURSING, (BOARD).

It is hereby stipulated and agreed, by and between the parties to the above-entitled matter, that the following statements are true:

1. Respondent is aware of, understands, and has been advised of the effect of this Agreement, which Respondent herein has carefully read and fully acknowledges. No coercion has been exerted on the Respondent. Respondent acknowledges her right to an attorney at her own expense. The Respondent has had the benefit at all times of obtaining advice from competent counsel of her choice.

2. Respondent understands the nature of the allegations under investigation by the Nevada State Board of Nursing. Respondent freely admits that while she was employed as a Licensed Practical Nurse at a hospital on or about July 31, 2009, she forcibly administered a rectal medication to a patient after the patient stated she did not want the medication and tried to move away from the nurse. Subsequently to this incident, a skin tear was discovered on this patient. Respondent further acknowledges that her employment was terminated at a long term care facility on or about November 13, 2008 for failing to check a resident after a fall, failing to check a resident regarding elimination status, bringing pets to work, and dressing inappropriately. Respondent acknowledges this conduct constitutes a violation of the Nevada Revised Statutes 632.320 (7) unprofessional conduct, and Nevada Administrative Code 632.890 (27) customary standards, (28) causing harm to a patient and (40) professional boundaries. Respondent further acknowledges that such acts and admissions subject her to disciplinary action by the Board.

1 3. Respondent is aware of the Respondent's rights, including the right to a hearing
2 on any charges and allegations, the right to an attorney at her own expense, the right to examine
3 witnesses who would testify against her, the right to present evidence in her favor and call
4 witnesses on her behalf, or to testify herself, the right to contest the charges and allegations, the
5 right to reconsideration, appeal or any other type of formal judicial review of this matter, and any
6 other rights which may be accorded to her pursuant to the Nevada Administrative Procedures Act
7 and the provisions of Chapter 632 of the Nevada Revised Statutes and the Nevada
8 Administrative Code. Respondent agrees to waive the foregoing rights upon acceptance of
9 this Agreement by the Board.

10 4. Respondent understands that the Board is free to accept or reject this Agreement,
11 and if rejected by the Board, a disciplinary proceeding may be commenced.

12 5. Should the Agreement be rejected by the Board, it is agreed that presentation to
13 and consideration by the Board of such proposed Agreement, shall not disqualify the Board, or
14 any of its members, from further participation, consideration, adjudication or resolution of these
15 proceedings, and that no Board member shall be disqualified or challenged for bias therefore.

16 6. If, after notice and hearing, Respondent is found to have violated the terms or
17 conditions of probations, the Board may revoke probation for Respondent and carry out the
18 disciplinary order of revocation set forth herein. The Board shall have continuing jurisdiction
19 over any petition to revoke probation filed against Respondent until such matter is final.

20 7. This Agreement shall only become effective when both parties have duly
21 executed it and unless so executed, this Agreement will not be construed as an admission.

22 8. This Agreement shall not be construed as excluding or reducing any criminal or
23 civil penalties or sanction or other remedies that may be applicable under federal, state or local
24 laws.

25 9. This Agreement shall cover any nursing license and/or certificate issued by the
26 State of Nevada.

27 10. Based upon the foregoing stipulations and recitals, it is hereby agreed that the
28 Board may issue the following decision and order:

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1. EDUCATION AND/OR REMEDIATION REQUIREMENTS

Respondent shall take and successfully complete the following courses:

- a. Legal ethics in nursing for a minimum of 30 contact hours; and
- b. Resident rights and dignity; and
- c. The Nevada Nurse Practice Act web based course; and
- d. Professional Boundaries presented by Board staff.

The courses must be pre-approved by the Executive Director, or the Compliance Coordinator. Documentation of successful course completion must be submitted to the Board within twelve (12) months of the execution of this Agreement.

ndent shall take and successfully complete the following courses:

- Legal ethics in nursing for a minimum of 30 contact hours; and
- Resident rights and dignity; and
- The Nevada Nurse Practice Act web based course; and
- Professional Boundaries presented by Board staff.

The courses must be pre-approved by the Executive Director, or the Compliance Coordinator. Documentation of successful course completion must be submitted to the Board within twelve (12) months of the execution of this Agreement.

Respondent shall notify the Board, in writing of, and prior to, any change of address.

Respondent shall have her license marked "Restricted" through out the probationary period. Upon receipt of the marked license, Respondent shall immediately return her unmarked license to the Board office.

Respondent shall, during the first year of this Agreement, attend a minimum of one meeting of the Nevada State Board of Nursing during which disciplinary hearing are held. This shall not include any meeting at which her own case is considered.

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1 5. TIME EARNED OFF PROBATION

2 Respondent shall only receive credit toward service of her probation period while employed in a
3 capacity for which nursing licensure/certification is required and subject to adequate supervision
4 approved by the Board.

5 6. WRITTEN EMPLOYMENT SITE APPROVAL BY BOARD STAFF

6 The Board shall approve all employment sites (changes in specialty and/or work site or unit,
7 including changes within the same facility or under the same employer) requiring a nursing
8 license/certificate prior to commencement of work. Respondent shall work only day or evening
9 shift. Evening shift is defined as a shift that ends prior to midnight. Respondent may not work
10 for a nursing registry, work in home health, for a traveling agency, or any other temporary
11 employing agencies, float pool, or position that requires on-call status. Approval is given through
12 the Executive Director, or the Compliance Coordinator.

13 7. WRITTEN NOTIFICATION OF TERMINATION OF EMPLOYMENT TO
14 BOARD

15 Respondent is required to notify the Board in writing within seventy-two (72) hours after
16 commencement or termination of any nursing employment. Any notification regarding
17 termination shall contain a full explanation of the circumstances surrounding it.

18 8. DIRECTION BY A REGISTERED NURSE

19 Respondent shall be employed in a setting in which direction is provided by a Registered Nurse.
20 Direction shall mean: the intermittent observation, guidance and evaluation of the nursing
21 practice by a licensed professional nurse who may only occasionally be physically present; the
22 degree of direction needed shall be determined by an evaluation of the patient care situation, and
23 the demonstrated proficiency of the Respondent.

24 9. RESTRICTION FROM FUNCTIONING IN A SUPERVISORY ROLE

25 Respondent may not function as a supervisor, including as a head nurse or charge nurse for a
26 minimum of one (1) year and unless approved by the Compliance Coordinator and/or the
27 Disability Advisory Committee.

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1 10. LIMITATION ON HOURS WORKED

2 Respondent shall not work more than ninety (90) hours in nursing in a two (2) week period.
3 Changes in hours may be approved by the Compliance Coordinator and/or the Disability
4 Advisory Committee.

5 11. SUBMISSION OF AGREEMENT TO IMMEDIATE SUPERVISOR

6 Respondent shall provide a complete copy of this Agreement to her employer and immediate
7 supervisor prior to commencement of work.

8 12. INITIAL SUPERVISOR REPORTS (DUE PRIOR TO BEGINNING
9 EMPLOYMENT)

10 Respondent shall cause her nursing supervisor (the person who is directly responsible for
11 everyday nursing functions) to submit a written report prior to the commencement of
12 employment. A form is provided for this report. A report shall be submitted by each additional
13 or subsequent supervisor during the entire probationary period and shall be due prior to the
14 commencement of employment.

15 13. SUPERVISOR REPORTS

16 Respondent shall cause her nursing supervisor (the person who is directly responsible for
17 everyday nursing functions) to submit monthly written reports to the Board addressing work
18 attendance, reliability, ability to carry out assigned nursing functions, ability to handle stress
19 (change in behavior patterns), and any other information the employer or supervisor feels would
20 assist the Board in its ultimate review of Respondent's case. The supervisor shall include
21 notification of any infractions of laws that come to her attention, and any other relevant
22 information.

23 14. SELF REPORTS

24 Respondent shall submit monthly reports, whether working or not, on her progress, her ability to
25 handle stress, her mental and physical health, her current job duties and responsibilities, her
26 ability to practice nursing safely, and any changes in her plan for meeting the stipulations of this
27 Agreement.

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1 15. REPORT DUE DATES

2 Respondent shall cause all reports to be in writing and submitted directly to the Board on a
3 monthly basis **whether working or not** unless otherwise specified. These reports shall begin
4 one (1) month subsequent to the execution of this Agreement and are due no later than the last
5 day of the month. It is the obligation of the Respondent to ensure that all written reports are on
6 time. The failure to submit the reports on time may be considered a violation of this Agreement.
7 Changes in the frequency of reporting may be approved by the Executive Director or the
8 Compliance Coordinator and/or the Disability Advisory Committee.

9 16. ATTENDANCE AT ORIENTATION MANDATORY

10 Respondent shall attend an orientation meeting to facilitate understanding and accountability of
11 the terms and conditions of this Agreement/Order as scheduled by the Compliance Coordinator.
12 Failure to attend this orientation will be considered a violation of this Agreement/Order.

13 17. REQUIREMENT TO MEET WITH THE BOARD OR STAFF UPON
14 REQUEST

15 Respondent shall meet with the Board or its representatives upon request and shall cooperate
16 with representatives of the Board in their supervision and investigation of Respondent's
17 compliance with the terms and conditions of this Agreement.

18 18. FINANCIAL RESPONSIBILITIES AND MONITORING FEES (DUE
19 MONTHLY)

20 Respondent shall be financially responsible for all requirements of this Agreement, including any
21 financial assessments by the Board for the cost of monitoring her compliance with this
22 Agreement. Respondent may be assessed a late fee for monitoring fees that are received more
23 than ten (10) calendar days after the due date.

24 19. REQUIRED NOTIFICATION OF OTHER STATES OF LICENSURE
25 AND/OR CERTIFICATION

26 Respondent shall, upon execution of this Agreement, provide a copy of this Agreement to any
27 other state Board of Nursing in whose jurisdiction she has been issued a nursing
28 license/certificate (current or not). Respondent shall also provide a copy of this Agreement to

1 any other regulatory agency in whose jurisdiction she has applied or will apply for a
2 license/certificate.

3 20. **VIOLATIONS TO BE REPORTED TO BOARD WITHIN SEVENTY-TWO**
4 **(72) HOURS**

5 Respondent shall practice in accordance with the Nurse Practice Act and Board established
6 Standards of Practice. Respondent shall obey all federal, state and local laws, employer policy or
7 contracts, and orders of the Board, pertaining to the practice of nursing in this state. Any and all
8 violations shall be reported by the Respondent to the Board in writing within seventy-two (72)
9 hours. It is the Respondent's responsibility to resolve with the Executive Director, or the
10 Compliance Coordinator any confusion regarding what laws pertain to nursing.

11 21. **CONSEQUENCES OF FURTHER VIOLATIONS INCLUDING**
12 **VIOLATIONS OF THIS AGREEMENT; AGREEMENT TO SURRENDER**
13 **LICENSE AND/OR CERTIFICATE**

14 Respondent acknowledges that if she should violate one or more of the terms of restricted
15 licensure/certification, the Board may revoke, or invoke other appropriate discipline against her
16 license/certificate to practice nursing, subject only to the requirement that the Board shall, prior
17 to such disciplinary action, conduct a hearing in accordance with the Nevada Nurse Practice Act
18 for the limited purpose of establishing that there has, in fact, been a violation of the stipulations
19 of this Agreement. In the event that a violation of the stipulations is alleged, Respondent agrees
20 to surrender her license/certificate to the Executive Director, or the Compliance Coordinator, if
21 they so request, and refrain from practicing nursing until entry of a final order of the Board or a
22 court of competent jurisdiction, whichever last occurs, regarding a potential violation.

23 22. **REPORTING TO NATIONAL DISCIPLINARY DATA BANKS**


24 This agreement will become part of the Respondent's permanent record, will become public
25 information, will be published with the list of disciplinary actions the Board has taken, and may
26 be reported to any national repository which records disciplinary action taken against licensees
27 or holders of certificates; or any agency or another state which regulates the practice of nursing.
28 The Agreement may be used in any subsequent hearings by the Board.

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NEVADA STATE BOARD OF NURSING retains jurisdiction in this case until all conditions have been met to the satisfaction of the Board.

RESPONDENT
DAWN BRENNAN

County of WASHOE

 DUANE LOGAN
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 04-8805242 • Expires March 10, 2012


Notary Public

NEVADA STATE BOARD OF NURSING

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